



City of Wheatland

111 C Street – Wheatland, California 95692
Tel (530) 633-2761 – Fax (530) 633-9102

CITY COUNCIL MEETING STAFF REPORT

Date: October 13, 2009

Agenda Item: 3.2

Subject: Renewal of Hazardous Materials Response Agreement.

Prepared by: Michael R. McCrary
Police Chief

Approved: 
Stephen L. Wright,
City Manager

RECOMMENDATION:

Staff recommends Council approve a one year extension of a Hazardous Materials Response Agreement with the City of Marysville and authorize the City Manager to execute the necessary documents.

DISCUSSION:

With both Highway 65 and the Union Pacific Railroad passing through the center of the City of Wheatland, the City is likely to experience various levels of material spills that by statute require a response by an appropriately trained and equipped Hazardous Materials Response Team. Since 2007 the City has relied on the City of Marysville's Fire Department's Hazardous Incident Response Team (Marysville) to provide this service. Marysville has both the trained and equipped staff to contain and neutralize such spills.

Marysville currently provides hazardous materials response services to both Nevada and Yuba County by written agreement. A typical response to such incidents can easily exceed \$7,500.

Pursuant to the conditions set forth in this agreement, Marysville will respond to a maximum of two hazardous materials incidents per year within the City with personnel hours totaling less than 32 hours and/or vehicle commitment time of less than eight hours. The City will provide \$7,500 in funding to Marysville under

this agreement and in addition reimburse Marysville for additional personnel and equipment costs that exceed the base services set forth in the agreement.

Marysville has a proven record of providing hazardous materials response services. The Marysville Fire Department currently receives funding from Nevada and Yuba County. These funds ensure that Marysville is able to continue to provide the training and equipment necessary for their staff to perform this special level of service. Historically, Marysville has responded to the City one time within the last six years, with the response being related to a spill on the railroad right-of-way.

ALTERNATIVES:

1. Direct staff to proceed with proposal as stated,
2. Direct staff to disapprove the agreement, or
3. Direct staff to renegotiate the terms of the agreement.

FISCAL IMPACT:

Council recently approved a total of \$7500 for this service when they adopted the Police Department's Fiscal Year 2009-20010 budget.

LEGAL REVIEW:

Completed by City Attorney.

ATTACHMENTS:

"A" Resolution
"B" Agreement

**RESOLUTION OF THE COUNCIL OF THE CITY OF WHEATLAND AUTHORIZING THE
CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE CITY OF MARYSVILLE
FOR HAZARDOUS MATERIALS RESPONSE SERVICES**

WHEREAS, the County and the City declare that it is in the public interest to have highly trained hazardous materials response personnel and special equipment available to assist in the identification, containment, and mitigation of a spill, leak or uncontrolled release of a hazardous substance; and

WHEREAS, the City of Marysville has a team of specially trained firefighters and a hazardous materials response vehicle with special equipment available for hazardous materials incident response; and

WHEREAS, the City agrees to provide \$7,500 annually plus other expenses as identified in the attached agreement; and

WHEREAS, after the execution of the attached agreement, hazardous materials response services will be provided to the City of Wheatland by the City of Marysville Fire Department on an annual basis; and

WHEREAS, either party may terminate this agreement upon thirty (30) days written notice to the other party,

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby authorize the City Manager of the City of Wheatland to sign and execute the attached agreement for hazardous materials response services between the City of Wheatland and the City of Marysville subject to clarifying and conforming changes by the City Attorney and City Manager.

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced and adopted by the Council of the City of Wheatland, County of Yuba, State of California, on the _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Enita Elphick, Mayor

Attest:

By: _____

Lisa J. Thomason, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Hazardous Materials Response Services ("Agreement") is made as of the Agreement Date set forth below by and between the City of Wheatland, a municipal corporation of the State of California, ("WHEATLAND"), and the City of Marysville, a charter city and municipal corporation of the State of California ("MARYSVILLE").

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

MARYSVILLE shall provide those services described in Attachment "A", Provision A.1.2. MARYSVILLE shall provide said services at the time, place, and in the manner specified in Attachment "A," Provisions A1.2 through A.1.4.

2. TERM.

Commencement Date: **July 1, 2009**

Termination Date: **June 30, 2010**

3. PAYMENT.

WHEATLAND shall pay MARYSVILLE for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B." The payment specified in Attachment "B" shall be the only payment made to MARYSVILLE by WHEATLAND for services rendered pursuant to this Agreement. In the event that this Agreement is renewed pursuant to Section 7, both parties agree that the base contract fee contained in Attachment "B" shall be increased by FIVE HUNDRED DOLLARS (\$500.00) per year. In no event, however, shall the base contract fee ever exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) without an amendment to this Agreement. Alternatively, the parties may renegotiate the terms and provisions of the Agreement. MARYSVILLE shall submit all billings for said services to WHEATLAND in the manner specified in Attachment "B."

MARYSVILLE shall furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement as set forth in Attachment "A." The payment specified in Attachment "B" shall be the only payment made to MARYSVILLE for the

personnel, facilities, equipment, and other materials furnished pursuant to this Agreement. MARYSVILLE shall submit all billings for said services to WHEATLAND in the manner specified in Attachment "B."

4. GENERAL PROVISIONS.

The general provisions set forth in Attachment "C" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

5. DESIGNATED REPRESENTATIVES.

The City Manager, or his/her authorized representative, of WHEATLAND will administer this Agreement for WHEATLAND. Chief Curt Williges, or his authorized designee, is the authorized representative for MARYSVILLE and will administer this Agreement for the City of MARYSVILLE. Changes in designated representatives shall occur only by advance written notice to the other party.

6. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment "A: - Services
Attachment "B" - Payment
Attachment "C" - General Provisions

7. RENEWAL.

No later than sixty days preceding the expiration of this Agreement, WHEATLAND may notify MARYSVILLE of its interest in renewing the term of the Agreement. If such notice is given, and if WHEATLAND is in compliance with the terms and conditions of this Agreement, MARYSVILLE and WHEATLAND shall discuss the renewal. A renewal of this Agreement shall be executed prior to the Agreement's expiration, as set out in Section 2. There is no limit on the number of times the Agreement may be renewed.

Nothing herein shall be read to obligate the MARYSVILLE to extend the term of the Agreement. It is recognized that MARYSVILLE may determine that it is in its best interest not to renew the Agreement.

8. TERMINATION. WHEATLAND and MARYSVILLE shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party..

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

_____, 200__.

"WHEATLAND"

"MARYSVILLE"

CITY OF WHEATLAND

CITY OF MARYSVILLE

Name and Title

Name and Title

ATTEST:

REVIEWED AND RECOMMENDED FOR
APPROVAL

Department Head
Department Title

Date:

ATTACHMENT "A"

A.1 SCOPE OF SERVICES AND DUTIES.

A.1.1 DEFINITIONS. Unless the particular provision or context otherwise requires, the definitions contained in this Section shall govern the construction, meaning, and application of words and phrases used in this Agreement.

- a) "Hazardous Materials" means any substance (solid, liquid, gas) capable of posing an unreasonable risk to health, safety, environment, or property.
- b) "Hazardous Materials Incident" means the release or threatened release of a hazardous material that may impact the public health, safety, environment, and/or property.
- c) "Hazardous Materials Response Team" means a MARYSVILLE Fire Department-organized Hazardous Material Response Team with personnel assigned as such and having no less than the minimum level of training required by the State of California.
- d) "Hazardous Materials Response Team Leader" means the person in charge of the Hazardous Materials Response Team.
- e) "Hazardous Materials Response Vehicle" means a vehicle(s), and the tools, and associated equipment therein assigned by MARYSVILLE, specifically designed for use at Hazardous Materials Incidents.
- f) "Hazardous Materials Specialist" means a person having no less than the minimum level of training required by the State of California for a Hazardous Materials Specialist pursuant to California Code of Regulations, Title 8, Section 5192.
- g) "Scene Manager" means the person in overall command at a Hazardous Materials Incident as defined in California Vehicle Code Section 2453 and 2454 or by such other agreement as provided by law.

A.1.2 SERVICES. The services to be provided by MARYSVILLE and the scope of MARYSVILLE's duties include the following:

MARYSVILLE will provide a Hazardous Materials Response Team and, if necessary, a Hazardous Materials Response Vehicle(s) to official requests by WHEATLAND or its duly authorized representatives for Hazardous Materials Incidents within the territorial jurisdiction of WHEATLAND. The Hazardous Materials Response Team shall report to and work in an advisory role to the Scene Manager. The Hazardous Materials Response Team shall recommend

a course of action toward abatement of the hazard and implement those mitigations which are approved by the Scene Manager. The Hazardous Materials Response Team shall not be responsible for any clean up actions or take custody of any material for disposal.

MARYSVILLE reserves the right to not respond or to terminate a response to a WHEATLAND request if, in the opinion of the Hazardous Materials Response Team Leader, the Hazardous Materials Response Team and/or its Hazardous Materials Response Vehicle is needed at another location for emergency response or staff is not available.

A.1.3 MARYSVILLE RESPONSE TO WHEATLAND REQUESTS.
MARYSVILLE shall respond to WHEATLAND requests with a Hazardous Materials Response Team no more than two (2) times per fiscal year (July 1 to June 31), except as otherwise provided below.

Based on the judgment of the Hazardous Materials Response Team Leader, MARYSVILLE may provide a Hazardous Materials Vehicle when the Hazardous Materials Response Team responds to a WHEATLAND request. MARYSVILLE shall respond with a Hazardous Materials Vehicle no more than two (2) times per year, except as otherwise provided below.

If MARYSVILLE'S response to a WHEATLAND Hazardous Materials Incident exceeds thirty-two (32) personnel hours and/or eight (8) vehicle usage hours, then WHEATLAND shall be billed at the hourly rates as described in Attachment "B," Provision B.3. Within the base contract fee, WHEATLAND shall be entitled to two incident responses with the 32 personnel hours and/or eight vehicle usage hours limits applied to each of the two responses.

A Hazardous Materials Incident shall not qualify as one of the two (2) CITY responses if the following occurs.

- 1) WHEATLAND is fully compensated for WHEATLAND'S response costs by the third party or parties responsible for the Hazardous Materials Incident; and
- 2) WHEATLAND fully reimburses MARYSVILLE for MARYSVILLE'S costs, as set forth in Attachment "B."

WHEATLAND may request that MARYSVILLE respond with a Hazardous Materials Response Team in excess of two (2) times per year. MARYSVILLE is not obligated to respond to such requests; however, if MARYSVILLE responds to such requests, then WHEATLAND shall be billed at the hourly rates described in Attachment "B," Provision B.3. for the incident responses in excess of two per year.

A1.4. MANNER SERVICES ARE TO BE PERFORMED.

MARYSVILLE shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. WHEATLAND shall not control the manner of performance; unless WHEATLAND is so specified and has staff assigned to manage the incident using either SEMS or NIMS.

ATTACHMENT "B"

PAYMENT

WHEATLAND shall pay MARYSVILLE as follows:

B.1 BASE CONTRACT FEE. WHEATLAND shall pay the sum of SEVENTY FIVE HUNDRED DOLLARS (\$7,500) for services described in Attachment "A," Provision A.1.2, for each year that this Agreement is in effect. In the event that the Agreement is renewed pursuant to Section 7 of the Agreement, both parties agree that the base contract fee shall be increased by FIVE HUNDRED DOLLARS (\$500.00) per year, as set forth in Section 3 of the Agreement.

B.2 ADDITIONAL FEES. Additional charges will be made for the repair or replacement of materials and/or equipment expended, lost, damaged, or contaminated as a result of a MARYSVILLE response to a WHEATLAND request for services as described in Attachment "A," Provision A.1.2.

B.3 HOURLY RATES. The following is a list of the hourly rates for MARYSVILLE vehicles and personnel. The rates are subject to annual revision by MARYSVILLE.

VEHICLES

Hazardous Materials Vehicle	\$275/hr (first hour) \$225/hr (every hour thereafter)
Pumper	\$200/hr (first hour) \$150/hr (every hour thereafter)
Truck	\$250/hr (first hour) \$200/hr (every hour thereafter)
Water Tender	\$200/hr (first hour) \$150/hr (every hour thereafter)
Rescue Squad	\$150/hr (first hour) \$100/hr (every hour thereafter)
Command Vehicle	\$50/hr

Staff Vehicle	\$25/hr \$100 maximum fee
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PERSONNEL

Fire Chief	\$60/hr
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Hazardous Materials Specialist	\$50/hr
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Program Coordinator	\$35/hr
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FRO-D Firefighter	\$40/hr
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B.4 BILLING MANNER. MARYSVILLE shall submit an invoice to WHEATLAND within thirty (30) days of an incident. Invoices must include personnel hours worked, including a description of the task(s) performed. Invoices must also include vehicle hours, including which vehicle(s) responded to the incident. Any additional costs related to repairs or replacement of materials and/or equipment expended, lost, damaged, or contaminated as a result of MARYSVILLE'S response to the incident shall also be included in the invoice. WHEATLAND shall approve or disapprove of the invoice following receipt thereof and shall pay all approved invoices and billings within thirty (30) days.

ATTACHMENT "C"

GENERAL PROVISIONS

C.1 MARYSVILLE STATUS. At all times during the term of this Agreement, the following apply:

C.1.1 All acts of MARYSVILLE shall be performed as an independent contractor and not as an agent, officer, or employee of WHEATLAND. It is understood by both MARYSVILLE and WHEATLAND that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

C.1.2 MARYSVILLE shall have no claim against WHEATLAND for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays, or other paid leaves of absence.

C.1.3 MARYSVILLE is solely obligated to pay all applicable taxes, deductions, and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance, and Workers' Compensation and Medi-Care payments.

C.1.4 MARYSVILLE is not subject to the direction and control of WHEATLAND except as to the final result contracted for under this Agreement; unless WHEATLAND is so specified and has staff assigned to manage the incident using either Standardized Emergency Management System (SEMS) or National Incident Management System (NIMS) .

C.1.5 MARYSVILLE may provide services to others during the same period service is provided to WHEATLAND under this Agreement.

C.1.6 If in the performance of this Agreement any third persons are employed by MARYSVILLE, such persons shall be entirely and exclusively under the direction, supervision, and control of MARYSVILLE. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirements of law shall be determined by the MARYSVILLE.

C.2 LICENSES, PERMITS, ETC. MARYSVILLE represents and warrants to WHEATLAND that it has all licenses, permits, qualifications, and approvals that are legally required for MARYSVILLE to perform the services and duties set forth in Attachment "A." MARYSVILLE represents and warrants to WHEATLAND that MARYSVILLE shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for MARYSVILLE to perform the

services and duties set forth in Attachment "A." Failure of MARYSVILLE to comply with this provision shall authorize WHEATLAND to immediately terminate this agreement notwithstanding section 8 of the Agreement.

C.3 TIME. MARYSVILLE shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of MARYSVILLE'S obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of either party.

C.4. INSURANCE. Both parties recognize that each is self-insured and that such insurance is satisfactory for purposes of entering into this Agreement.

C.5 MUTUAL INDEMNIFICATION Each party agrees, to the fullest extent permitted by law, to indemnify and hold the other party, and its officers, employees and volunteers, harmless from any claim, damage, liability, or cost to the extent caused by the indemnifying party's negligent acts, errors or omissions in the performance of work under this Agreement. Said indemnification shall include, but not be limited to, all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim.

C.6 MARYSVILLE NOT AGENT. Except as WHEATLAND may specify in writing, MARYSVILLE shall have no authority, express or implied, to act on behalf of WHEATLAND in any capacity whatsoever as an agent. MARYSVILLE shall have no authority, express or implied, pursuant to this Agreement to bind WHEATLAND to any obligation whatsoever.

C.7 ASSIGNMENT PROHIBITED. MARYSVILLE may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

C.8 STANDARD OF PERFORMANCE. MARYSVILLE shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the services and duties set forth in Attachment "A."

C.9 TERMINATION. Upon termination of this Agreement as otherwise provided herein, MARYSVILLE shall immediately cease rendering service upon the termination date and the following shall apply:

C.9.1 MARYSVILLE shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

C.9.2 WHEATLAND shall have full ownership and control of all such writings or other communications delivered by MARYSVILLE pursuant to this Agreement.

C.9.3 WHEATLAND shall pay MARYSVILLE for services rendered by MARYSVILLE to the date of termination pursuant to this Agreement not to exceed the amount documented by MARYSVILLE and approved by WHEATLAND as work accomplished to date.

C.9.4 MARYSVILLE shall reimburse WHEATLAND for services not yet rendered pursuant to the services and duties set forth in EXHIBIT "A"

C.10 NON-DISCRIMINATION. Throughout the duration of this Agreement, MARYSVILLE shall not unlawfully discriminate against any employee of MARYSVILLE or of WHEATLAND or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. MARYSVILLE shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. MARYSVILLE shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. MARYSVILLE shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CITY shall give written notice of its obligations under this clause to any labor agreement.

C.11 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, MARYSVILLE agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

C.12 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all worksheets, reports, and related data shall become the property of WHEATLAND, and MARYSVILLE agrees to deliver reproducible copies of such documents to WHEATLAND on completion of the services hereunder. WHEATLAND agrees to indemnify and hold MARYSVILLE harmless from any claim arising out of reuse of the information for other than this project.

C.13 WAIVER. A waiver by any party of any breach of any term, covenant, or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

C.14 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

C.15 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

C.16 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

C.17 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

C.18 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

C.18.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms, or associations, wherever the context so requires.

C.18.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

C.19 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

C.20 SUCCESSORS AND ASSIGNS. All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

C.21 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

C.22 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

C.23 PARTIAL INVALIDITY. If any term, covenant, condition, or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

C.24 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed in the Superior Court in accordance with Code of Civil Procedure section 394.

C.25 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

C.26 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

C.27 AUTHORITY. The parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

C.28 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "WHEATLAND ":

City of Wheatland
Attn: City Manager
313 Main Street
Wheatland, CA 95692
Phone: (530) 633-2761
Facsimile: (530) 633-9102

With a copy to:

Richard Shanahan
Bartkiewicz, Kronick & Shanahan
1011 Twenty Second Street

Sacramento, CA 95816-4907
Phone: (916) 446-4254
Facsimile: (916) 446-4018

If to "MARYSVILLE":

City of Marysville
Attn: City Manager
526 C Street
Marysville, CA 95901
Phone: (530) 749-3901
Facsimile: (530) 749-3992

With a copy to:
Brant Bordsen
Rich, Fuidge, Morris & Lane, Inc
1129 D Street
Marysville, CA 95901
Phone: (530) 742-7371
Facsimile: (530) 742-5982